

SPECIAL WARRANTY DEED

STATE OF MISSISSIPPI

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COUNTY OF DE SOTO

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\* KNOW ALL MEN BY THESE PRESENTS:

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THAT, In consideration of the sum and amounts set forth and shown in Exhibit "A" attached hereto and made a part hereof, in lawful money of the United States in hand paid by Grantee herein, and other good and valuable consideration and mutual benefits to be derived hereunder, the receipt whereof is hereby acknowledged, TEXACO REFINING AND MARKETING INC., a Delaware corporation, authorized to do and doing business in the State of Mississippi, herein represented by its undersigned President, Glenn F. Tilton, duly authorized by resolution of its Board of Directors, a certified copy of which is annexed hereto and made a part hereof, and whose mailing address is 1111 Rusk Ave., Houston, Texas 77002, Tax I.D. No. 13-193-2447 (herein referred to as Grantor) does hereby grant, bargain, release, sell, convey and specially warrant unto STAR Enterprise, a General Partnership formed under the New York Uniform Partnership Act, authorized to do and doing business in the State of Mississippi, and whose mailing address is Suite 400, 12700 Northborough Drive, Houston, Texas 77067, Tax I.D. No. 76-0262490 (herein referred to as Grantee), its successors and assigns, all right, title and interest in and to those certain plots, pieces and parcels of land and property located in the County of De Soto, State of Mississippi, and more fully and particularly described on and set forth in Exhibit "A" attached hereto and made a part hereof for all intents and purposes as if copied herein in extenso (herein called the Property),

Together with all of Grantor's right, title and interest in and to any and all improvements, buildings, structures, facilities, appurtenances located and erected thereon, and all surface and other agreements, servitudes, easements, tenements, hereditaments, privileges, advantages, rights-of-way and other rights, estates, and interests belonging to or in any wise appertaining to the ownership, and/or use of the Property,

Together with all right, title and interest of Grantor, if any, in and to any streets and roads abutting the Property to the center-lines thereof, and

Together with the appurtenances and all the estate and rights of Grantor in and to said Property, but,

SUBJECT to the exceptions to title set forth in Exhibit "B" attached hereto and made a part hereof for all intents and purposes as if copied herein

Grantor: TEXACO REFINING AND MARKETING INC.

Grantee: STAR ENTERPRISE

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in extenso (the "Permitted Encumbrances"), and further provided, that Grantor hereby specifically and expressly saves, retains, reserves, excludes and excepts from this conveyance unto itself and its successors and assigns, all right, title and interest in and to any oil, gas, and other minerals (including, without limitation, helium, lignite, sulphur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar, and the right to explore for, develop and produce same, as well as the right to lease such portion of the Property hereby reserved for such purposes, and all mineral and royalty rights whatsoever in, on, under and pertaining to the Property; but Grantor, its successors and assigns, shall have no right to use, or right of ingress to or egress from any part of the surface of the Property for exploration and producing purposes; and any oil and gas drilling operations shall be conducted by means of wells, the surface locations of which are on other lands and which may be drilled into and bottomed in or under the Property. Grantor shall exercise its rights under the foregoing mineral, oil and gas reservation so as not to disturb any improvements, installations, petroleum or other products contained in such improvements or installations or surface activities on the Property. Grantor is to receive and retain all bonuses, rentals and royalties payable under any such minerals, oil and gas lease or leases. Grantor shall have the right to assign, transfer, sell or convey such oil, gas and mineral rights and reservations to any person, corporation, partnership or other entity.

TO HAVE AND TO HOLD the said land and Property unto the said Grantee, its heirs, successors, and assigns forever.

Grantor covenants that it has not done or suffered anything whereby the Property has been encumbered in any way whatever, except for the Permitted Encumbrances and the aforesaid reservation of oil, gas and minerals. The foregoing covenant is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on or enforced by any other entity, including, without limitation, any direct or remote successor in title to Grantee or any title insurer of Grantee or its direct or remote successors in title, by way of subrogation or otherwise.

Grantee here present accepting for itself, successors and assigns and acknowledging due delivery and possession thereof, all and singular, the said land and Property located in the above County, State of Mississippi, described on attached Exhibit "A".

IN WITNESS AND TESTIMONY WHEREOF, Grantor, by and through its duly authorized representative, has executed, in duplicate originals, this Special Warranty Deed, after a due reading of the whole, on the date indicated below, and in the presence of the undersigned competent witnesses, but effective as of and delivered on the 31st day of December, 1988.

WITNESSES:

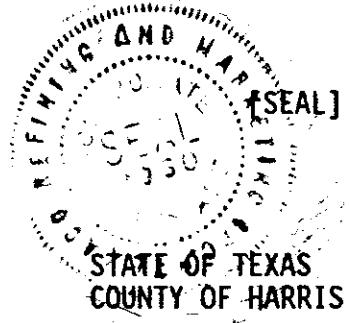
Sherilyn L. Hooks  
R. L. Wilson

GRANTOR:  
TEXACO REFINING AND MARKETING INC.

By Glenn F. Tilton  
Its President  
At: HOUSTON, TEXAS

Dated: 1-27-89

ATTEST: Pauline S. Stewart  
Assistant Secretary

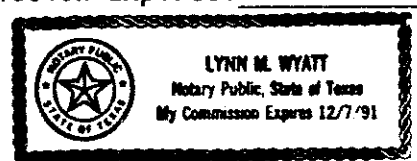
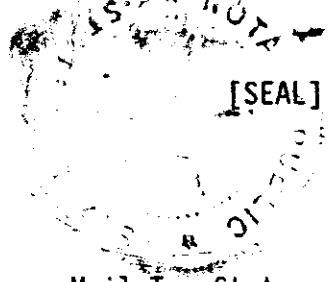


PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Glenn F. Tilton, who acknowledged that he is President of TEXACO REFINING AND MARKETING INC., a Delaware corporation, and that for and on behalf of said corporation and as its act and deed he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 27<sup>th</sup> day of JANUARY, 1989

Lynn M. Wyatt  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



Mail Tax Statements To:  
Mr. R. L. Bowman  
Tax Department  
STAR Enterprise  
Suite 400  
12700 Northborough Drive  
Houston, TX 77067

Instrument Prepared by:  
Daniel P. Hurley, Esq.  
P. O. Box 60252  
New Orleans, LA 70160  
Houston, TX 77241

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## EXHIBIT "A"

Attached to and made a part of that certain Special Warranty Deed by and between Texaco Refining and Marketing Inc., as Grantor, and STAR Enterprise, as Grantee, dated Effective December 31, 1988

PROPERTIES, FACILITIES AND INTERESTS OF GRANTOR, AS OWNER, SITUATED IN COUNTY OF DE SOTO, STATE OF MISSISSIPPI AND CONVEYED HEREUNDER:

I. (a) All of Grantor's right, title and interest in and to the land and property conveyed by that certain Act of Sale, Deed or Conveyance from Texaco Inc. to Texaco Refining and Marketing Inc., dated effective Dec. 31, 1984, recorded in Book 182, at Page 141 of the Office of the Chancery Clerk, County of De Soto, State of Mississippi, which property and land is more fully described as follows, viz:

That parcel of land being, situated in the County of DeSoto, State of Mississippi, being more particularly described as follows, to-wit: Part of SECTION 24, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DeSoto County, Mississippi, more particularly described as follows: Beginning at the point of intersection of the South line of the property conveyed to the Mississippi Highway Commission (State Line Road) with the Southwesterly line of the Interstate Highway No. 55 right-of-way; thence West along the South line of the property conveyed to the Mississippi Highway Commission (State Line Road), 225.0 feet to a point; thence South at an interior angle of 90 degrees 300.0 feet to a point; thence East at an interior angle of 90 degrees 360.70 feet to a point in the Southwesterly line of the Interstate Highway No. 55 right-of-way; thence Northwestwardly along the Southwesterly line of the Interstate Highway No. 55 right-of-way at an interior angle of 73 degrees and 12 minutes 226.30 feet to a point; thence continuing Northwestwardly along the Southwesterly line of the Interstate Highway No. 55 right-of-way at an interior angle of 156 degrees and 41 minutes 108.90 feet to the point of beginning.

together with all buildings, structures, plants, facilities and improvements of every nature and character whatsoever, whether similar or dissimilar, situated wholly or partially on the above described property; bearing L/C 23-037-0042, municipal address 785 W. STATELINE ROAD, SOUTHAVEN, MS the actual consideration paid for the above described property is \$108,270.

## EXHIBIT "B"

Attached to and made a part of that certain Special Warranty Deed by and between Texaco Refining and Marketing Inc., as Grantor, and STAR Enterprise, as Grantee, dated Effective December 31, 1988

"Permitted Encumbrances" means (a) liens for taxes, assessments or other governmental charges (including liens or encumbrances incurred in connection with workers compensation, unemployment insurance and social security benefits) not yet due or which are being contested in good faith by appropriate proceedings diligently conducted and for which Grantor or an Affiliate of Grantor has established appropriate reserves, (b) mechanics', materialmen's, carriers', warehousemen's and similar liens not of record or such liens that are of record but (i) which are being contested in good faith by appropriate proceedings diligently conducted by Grantor and (ii) for which Grantor or an Affiliate of Grantor has established appropriate reserves, (c) judgment liens with respect to judgments which Grantor or an Affiliate of Grantor is in good faith appealing by appropriate proceedings diligently conducted, for which Grantor or an Affiliate of Grantor has secured a stay of execution pending such appeal and for which Grantor or an Affiliate of Grantor has established appropriate reserves, (d) easements, rights of way, exceptions, agreements, covenants and restrictions which do not in the aggregate materially interfere with or impair the actual use of the Property:

(i) any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (A) the ownership, occupancy, use, or enjoyment of the Property, (B) the character, dimensions or location of any improvement now or hereafter erected on or comprising part of such Property, (C) a separation in ownership or a change in the dimensions or area of such Property or any portion thereof, or (D) environmental protection;

(ii) rights of utility companies to maintain and operate wires, lines, cables, pipes, holes, boxes and other fixtures, facilities and equipment in, over and upon the Property or any portion thereof;

(iii) the state of facts that would be shown by an accurate survey or physical inspection of the Property;

(iv) underground encroachments, if any, including, without limitation, pipes and drains, and such rights as may exist for entry upon the Property to maintain and repair such encroachments;

(v) riparian rights of others, including, without limitation, rights of others to drain through creeks or streams, if any, which cross the Property and the natural flow of such creeks or streams;

(vi) any governmental police power or right of eminent domain whether or not a notice of exercise thereof has been reported in the public record;

(vii) Uniform Commercial Code Financing Statements or conditional bills of sale;

(viii) the leases in effect on the date hereof and the rights thereunder of lessees other than Grantor or its affiliates;

(ix) any and all right, title and interest of Grantor, any of its Affiliates or any other person whatsoever, in and to any minerals located on, under or appurtenant to any of the Property, including, without limitation, the rights to be reserved herein;

(x) rights of the United States government, or the state in which the Property is located, to any portion of such Property beyond the current or any former high water mark; and

(xi) rights of service station operators other than Grantor pursuant to federal or state statutes.

RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF  
TEXACO REFINING AND MARKETING INC.  
May 24, 1988

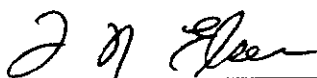
RESOLVED, that the Chairman of the Board be and hereby is authorized to approve the terms and conditions of the sale, exchange, donation, or other transfer of any real property or other fixed (capital) assets of the Corporation having a sale value not in excess of \$5,000,000.00, and to delegate so much of such authority to other Officers and employees of the Corporation as he deems appropriate for operational efficiency; and

RESOLVED FURTHER, that the Chairman of the Board, the President, any of the Vice Presidents, the Regional Managers, and the Attorneys-in-Fact be and they are hereby severally authorized to sign, and the Secretary and the Assistant Secretaries be and they are hereby severally authorized to attest and affix the Corporate seal to, such deeds, bills of sale, and other instruments, and to take such other actions as may be necessary or proper to carry out the purpose of the foregoing resolution; and

RESOLVED FURTHER, that the delivery of any such deed, bill of sale, or other instrument so signed, attested and sealed shall be conclusive evidence that the transaction has the approval of the Chairman of the Board of the Corporation and has been executed within the authority of the foregoing resolution; and

RESOLVED FURTHER, that the foregoing resolution supersedes the resolution of March 4, 1988, relating to the same subject.

A true copy, I certify.

  
L. N. ELSEN  
Assistant Secretary

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STATE MS.-DESOTO CO.  
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